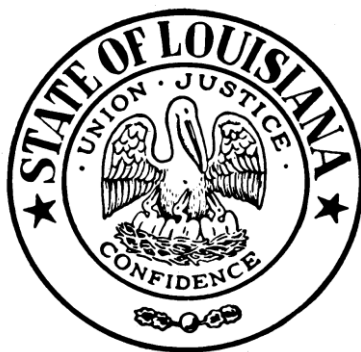


# **REQUEST FOR PROPOSAL**

**Network and Information Technology Infrastructure Support  
Maintenance and Staff Augmentation**

**Louisiana Department of Insurance**



*May 21, 2012*

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**REQUEST FOR PROPOSAL**  
**FOR**  
**Network and Information Technology Infrastructure Support Maintenance**  
**and Staff Augmentation**

**1.0 GENERAL INFORMATION**

**1.1 Purpose**

The Department seeks information systems maintenance and service support for existing computer information system hardware and system software.

**1.2 Background**

The Louisiana Department of Insurance (herein referred to as the State or LDI) runs a 24x7 server based network system to serve the citizens of the State and the regulated entities of the Department. In an effort to provide these services on a continuous basis, LDI has developed redundant server farms located at the Poydras Building and The Department of Public Safety Computer Operation Center and a special disaster site located at England Air Force Base in Alexandria. The contractor will aid LDI and its IT staff in the administration, maintenance, and implementation of new infrastructure, servers, network appliances, and desktop systems for LDI.

LDI's operations has increased in the past decade while the IT staff size decreased and more contracted services are managed by LDI IT staff than in the past. New and emerging technologies are implemented by IT staff and contractors on a monthly basis to meet the demands of an ever-growing internal demands of network resources of LDI staff and external IT infrastructure of the citizens and regulated entities. LDI is proud of past achievements but realizes that the progress cannot continue if appropriate IT resources are not available to the Department through the use of staff augmentation.

**1.3 Scope of Services**

Attachment 1 details the scope of services and deliverables or desired results that the State requires of the selected Contractor.

**1.4 Goals and Objectives**

The Department seeks information systems maintenance and service support for existing network infrastructure, switches, routers, servers, storage area networks, desktops, help desk, and other systems and appliances that form the LDI information system infrastructure.

The Contractor will provide 24-hour maintenance and service support seven days a week during the contract period. Response time for maintenance and service support shall be one hour or less.

Contractor will provide a project manager on site for 40 hours per month In addition; the Contractor will provide staff on site for a minimum of 324 hours per month, including service support staff from 2 P.M. to 6 P.M. Monday through Friday, except for office closures.

A listing of hardware and software to be supported is in Attachment I.

## **2.0 ADMINISTRATIVE INFORMATION**

### **2.1 Period of Agreement**

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about **July 1, 2012** and to continue through **June 30, 2013**. The State has the right to contract for up to three years upon approval.

### **2.2 Pre-proposal Conference**

No pre-proposal conference will be held.

### **2.3 Proposer Inquiry Periods**

An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the bid documents and to submit any written questions relative thereto. *Without exception*, all questions **MUST** be in writing and received by the close of business on the Inquiry Deadline date set forth in the Calendar of Events (Section 2.5). Initial inquiries shall not be entertained thereafter.

The state shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The state reasonably expects and requires *responsible and interested* proposers to conduct its in-depth proposal review and submit inquiries in a timely manner.

\* Note: LaPAC is the state's online electronic bid posting and notification system resident on State Purchasing's website [[www.doa.Louisiana.gov/osp](http://www.doa.Louisiana.gov/osp)] and is available for vendor self-enrollment. In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of its respective dates of posting.

No negotiations, decisions, or actions shall be executed by any bidder as a result of any oral discussions with any state employee or state consultant. The state shall only consider written and timely communications from proposers.

Inquiries shall be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline shall be considered by the state. Answers to all questions and any other changes or clarifications to the solicitation shall be issued by addendum and provided to all prospective proposers.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to:

Louisiana Department of Insurance  
Attention: Ray Trogolo  
P. O. Box 94214  
Baton Rouge, LA 70804-9214  
E-Mail: [rtrogolo@ldi.la.gov](mailto:rtrogolo@ldi.la.gov)

1702 North Third St.  
Poydras Building  
Baton Rouge, LA 70802

## 2.4 Definitions

- A. Shall – The term “shall” denotes mandatory requirements.
- B. Must - The terms “must” denotes mandatory requirements.
- C. May - The term “may” denotes an advisory or permissible action.
- D. Should – the term “should” denotes desirable.
- E. Contractor – Any person having a contract with a governmental body.
- F. Agency- Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.
- G. State- The State of Louisiana.
- H. Discussions- For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
- I. LDI- The Louisiana Department of Insurance.

## 2.5 Calendar of Events

<b><u>Event</u></b>	<b><u>Date</u></b>
Advertise RFP, Post in LAPAC and mail public announcements	May 21, 2012
Deadline for receiving proposer inquiries	May 29, 2012
Issue responses to proposer inquiries	June 1, 2012
Proposal submission deadline (by 4 P.M. CDT)	June 20, 2012
Expected Contract Award Date	June 27, 2012

**NOTE: The State of Louisiana reserves the right to amend and/or change this schedule of RFP activities, as it deems necessary.**

## **2.6 Proposal Guarantee (if required)**

**Not Required for this RFP.**

## **2.7 Performance Bond**

The successful proposer shall be required to provide within 10 days of the approval of the contract by the Office of Contractual Review, a performance (surety) bond equal to ten percent (10%) of the contracted price to insure the successful performance under the terms and conditions of the contract negotiated between the successful proposer and the State. Any performance bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the *Federal Register*, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is authorized to write surety bonds.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

In lieu of a Performance Bond, Contractor may provide and maintain in force for the term of this Agreement an irrevocable standby letter or letters of credit equal to ten percent (10%) of the contracted price. The letter of credit shall provide that the State may draw upon the letter of credit upon the State determination of a Default. Failure to replace the letter of credit with another letter of credit or acceptable performance guarantee (or provide evidence satisfactory to State of renewability of the existing letter of credit) at least 90 days prior to the expiration of an existing letter of credit shall, among other Defaults, constitute a Default for which the State may draw upon that existing letter of credit. Upon such a draw for non-replacement or upon receipt of amounts from a surety resulting from Contractor's failure to procure, maintain and/or replace the letter of credit or other performance guarantee, the State shall place the proceeds of that draw or payment in a separate fund. That fund shall constitute a guarantee fund, the amounts in which may be used by the State to compensate for any damages (including liquidated damages) and other losses, costs or expenses resulting from any other Default.

## **2.8 Evaluation and Selection**

All responses received as a result of this RFP are subject to evaluation by the Department's Evaluation Committee for the purpose of selecting the Proposer with whom the State shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being



selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Written recommendation for award shall be made to the Commissioner of Insurance for the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

The committee may reject any or all proposals if none is considered in the best interest of the State. The committee will use consensus scoring to determine the final score.

## **2.9 Notice of Intent to Award**

Upon agency's recommendation for award, LDI will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. A contract shall be completed and signed by all parties concerned on or before the date indicated in the "Schedule of Events." If this date is not met, through no fault of the State, the State may elect to cancel the Notice of Intent to Award letter and make the award to the next most advantageous Proposer.

LDI will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The evaluation factors and points awarded to each proposer may be sent to all interested parties after the "Notice of Intent to Award" letter has been issued.

## **2.10 Debriefings**

Debriefings may be scheduled by the participating Proposers after the "Letter of Regret" has been issued by scheduling an appointment with the Department of Insurance. Contact may be made by phone at (225) 342-1004 or E-mail to [rtrogolo@ldi.la.gov](mailto:rtrogolo@ldi.la.gov). No debriefing can be scheduled during the protest period.

## **2.11 Indemnification and Limitation of Liability**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of the contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor shall indemnify, defend and hold the State harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give

the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) State's unauthorized modification or alteration of a Service; ii) State's use of the Service in combination with other services not furnished by Contractor; iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the state's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non- infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for services rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

## **2.12 Fidelity Bond Requirements**

**Not Required for this RFP.**

## **2.13 Payment for Services**

The agency shall pay Contractor in accordance with the Pricing Schedule set forth in cost summary of the proposal. The Contractor will invoice the agency monthly at the billing address designated by the agency. Payments will be made by the Agency within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the State Project Manager, Mr. Raymond Trogolo. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

## **2.14 Termination**

### **2.14.1 TERMINATION OF THIS AGREEMENT FOR CAUSE**

State may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this agreement, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

### **2.14.2 TERMINATION OF THIS AGREEMENT FOR CONVENIENCE**

The State may terminate this Agreement at any time by giving thirty (30) days written notice to contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

### **2.14.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

The continuance of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

## **2.15 Assignment**

Assignment of contract, or any payment under the contract, requires the advanced written approval of the Commissioner of Administration.

## **2.16 No Guarantee of Quantities**

Not Applicable for this RFP.

## **2.17 Audit of Records**

The State legislative auditor, federal auditors and internal auditors of the Department of Insurance, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years

after project acceptance or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

### **2.18 Civil Rights Compliance**

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this Agreement.

### **2.19 Record Retention**

The Contractor shall maintain all records in relation to this contract for a period of at least five (5) years after final payment.

### **2.20 Record Ownership**

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the State and shall, upon request, be returned by Contractor to the State, at Contractor's expense.

### **2.21 Content of Contract/ Order of Precedence**

In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

### **2.22 Contract Changes**

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of OCR.

Changes to the contract include any change in: compensation; beginning/ ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

### **2.23 Substitution of Personnel**

The State intends to include in any contract resulting from this RFP the following condition:  
Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to LDI for approval prior to any personnel substitution by the State Project

Manager, Mr. Raymond Trogolo. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

## **2.24 Governing Law**

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S. 39:1481 et seq; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

## **2.25 Claims or Controversies**

Any claims or controversies shall be resolved in accordance with the Louisiana Procurement Code, L.R.S. 39:1524-1526.

## **2.26 Proposer's Certification of OMB A-133 Compliance**

Certification of no suspension or debarment. By signing and submitting any proposal for \$100,000 or more, the proposer certifies that its company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133.

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.epls.gov>

## **2.27 Deliverables**

The contractor will present an invoice at month's end reflecting the hours worked by each contractor's personnel by date and identification number of the work assignments. Hours not attached to a work assignment should be documented as to the purpose of the work. The work sheets may be submitted electronically to the State Project Manager, Mr. Raymond Trogolo or his designee. The invoice will be one twelfth (1/12) of the total yearly cost and the timesheet must support that the minimum number of hours were met.

Any work assignment that requires documentation for the procedure to be used to complete the work by other personnel in the future should be placed in the shared folders indicated by the IT staff.

A weekly status report shall be sent to Mr. Raymond Trogolo and his designated staff of IT requests completed in the week and the status of on-going work and the person responsible for the IT request. This report will be sent electronically and stored on a network share.

## **Acceptance of Deliverables**

1. *General.* Except where the Contract provides different criteria, work will be accepted if it has been performed in accordance with the applicable task completion criteria specified in the Statement of Work.

2. *Submittal and Review.* Upon written notification by Contractor that a Deliverable is completed and available for review and acceptance, LDI will review the Deliverable within 10 business days after the Deliverable is presented to the LDI Project Manager and feedback will be given to the contractor. Invoices and work sheets will be promptly reviewed by the Contract Supervisor and if acceptable, approved and submitted for payment. Any discrepancies will be communicated back to the contractor when discovered to resolve the problem.

3. *Notification of Acceptance or Rejection.* If LDI disapproves a Deliverable, LDI will notify Contractor in writing of such disapproval, and will specify those items which, if modified or added, will cause the Deliverable to be approved. The payment by the LDI for completed tasks is contingent upon correction of all such deficiencies and acceptance by LDI. Electronic notification to the contractor or the onsite staff will suffice for written communication.

## **2.28 Location**

It is expected that the project work will be performed onsite at the Poydras Building, 1702 North Third Street, Baton Rouge, LA 70802. Office furniture and required equipment for the Contractor will be provided by LDI, if available. The Contractor and contract personnel will report to, and take direction from, the LDI Project Manager and/or designee(s).

## **3.0 PROPOSAL INFORMATION**

### **3.1 Proposer Qualifications and Experience:**

History and background of Proposer, financial strength and stability, related services provided to government entities, existing customer satisfaction, demonstrated volume of merchants, etc.

- See Section 4.2.3 for qualifications of staff

### **3.2 Determination of Responsibility**

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34: Part V §136. The State must find that the selected proposer:

Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;

Have the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;

Is able to comply with the proposed or required time of delivery or performance schedule;

Has a satisfactory record of integrity, judgment, and performance; and

Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

### **3.2.1 Right to Prohibit Award**

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

### **3.3 RFP Addenda**

State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>. It is the responsibility of the proposer to check the website for addenda to the RFP, if any.

### **3.4 Waiver of Administrative Informalities**

The State reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

### **3.5 Proposal Rejection/RFP Cancellation**

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in the State's best interest.

### **3.6 Withdrawal of Proposal**

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

### **3.7 Subcontracting Information**

The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements, however, should acknowledge in their proposals total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP is also required for each subcontractor. The prime contractor shall be the single point of contact for all subcontract work.

Unless provided for in the contract with the State, the prime contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State.

### **3.8 Ownership of Proposal**

All materials submitted in response to this request shall become the property of State. Selection or rejection of a proposal does not affect this right.

### **3.9 Proprietary Information**

See section 4.8.

### **3.10 Cost of Preparing Proposals**

The State shall not be liable for any costs incurred by proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP are entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the State.

### **3.11 Errors and Omissions in Proposal**

The State will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission. The State reserves the right to make corrections or clarifications due to patent errors identified in proposals by the State or the Proposer. The State, at its option, has the right to request clarification or additional information from the Proposer.

### **3.12 Contract Award and Execution**

The State reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

The State reserves the right to contract for all or a partial list of services offered in the proposal.

The RFP and proposal of the selected Proposer shall become part of any contract initiated by the State.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment IV. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

If for any reason the Proposer whose proposal is most responsive to the State's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the State may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements.

The State reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

The RFP, including any addenda and the proposal of the selected Contractor will become part of any contract initiated by the State.

Proposers are discouraged from submitting its own standard terms and conditions with its proposals. Proposers should address the specific language in the sample contract and submit any



exceptions or deviations the proposer wishes to negotiate. The proposed terms will be negotiated before a final contract is entered. **Mandatory terms and conditions are not negotiable.**

If the contract negotiation period exceeds thirty (30) days or if the selected Proposer fails to sign the contract within seven (7) calendar days of delivery of it, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

The State intends to award to a single Proposer.

### **3.13 Code of Ethics**

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues.

## **4.0 RESPONSE INSTRUCTIONS**

### **4.1 Proposal Submission**

Firms/individuals who are interested in providing services requested under this RFP must submit a proposal containing the information specified in this section. Proposals must be received on or before 4:00 p.m. Central Time on the date specified in the Calendar of Events. FAX or e-mail submissions are not acceptable. Proposers mailing proposals should allow sufficient mail delivery time to ensure receipt of its proposal by the time specified. The proposal package must be addressed and delivered at the proposer's expense to:

Shannon Gilchrist  
RESPONSE TO RFP  
Louisiana Department of Insurance  
Office of Management and Finance

Mailing Address: P.O. Box 94214  
Baton Rouge, LA 70804-9214

For courier delivery, the street address is 1702 North 3rd Street, Baton Rouge, LA 70802 and the telephone number is 225-219-1701. For hand delivery, the package must be clearly addressed to Ms. Gilchrist and indicate "RESPONSE TO RFP" on the package. The person may ask for validation that the package was received within the specified time. It is solely the responsibility of each proposer to assure that its proposal is delivered at the specified place and prior to the deadline for submission. Proposal submissions which, for any reason, are not received timely will not be considered.

The scores for the Financial and Technical Proposals will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

## **4.2 Proposal Format**

Proposals submitted for consideration should follow the format and order of presentation described below:

### **4.2.1 Cover Letter:**

The cover letter should exhibit The Proposer's understanding and approach to the project. It should contain a summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the State.

By signing the letter and/or the proposal, the proposer certifies compliance with the signature authority required.

The cover letter should also

- Identify the submitting Proposer;
- Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
- Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

### **4.2.2 Table of Contents:**

Organized in the order cited in the format contained herein.

### **4.2.3 Proposer Qualifications and Experience:**

History and background of Proposer, financial strength and stability, related services provided to government entities, existing customer satisfaction, demonstrated volume of merchants, etc.

Minimum contractor qualifications –

The following skill sets and qualifications must be provided. As a resource may possess multiple areas of expertise, you must indicate in a separate spreadsheet the qualifications of each proposed resource and the work they would be performing.

- Each proposed network staff should have Microsoft Server 2008 R2 experience of twelve (12) months. Must have experience working with Active Directory.
- Each proposed Cisco expert should have twenty-four (24) months experience with Cisco ASA, VPN Concentrator, Routers, and Switches.
- Each proposed Cisco VOIP phone and communication expert must have six (6) months of experience with Cisco 7900 series phone and an understanding of Cisco Unified Communication Server.

- Each proposed staff should have Microsoft Windows XP/Vista/Windows 7 experience of twenty-four (24) months,
  - Each proposed SAN expert must have eighteen (18) months experience with Brocade and McData Switches and Qlogic Host Bridge Adapters and the attached server hosts – please indicate the organization where the expert worked with the SAN units.
  - Each proposed Symantec expert must have twelve (12) months of experience in Symantec Backup Exec or Symantec Netbackup Enterprise
  - Each proposed VMware expert must have twelve (12) months of experience with VMware ESX software.
  - Each proposed Quest Software V-Ranger expert must have twelve (12) months experience in the V-Ranger ESX backup software
  - Each proposed Barracuda Networks Barracuda Anti-Spam expert must have twelve (12) months of Barracuda experience.
  - Each proposed HP Blade Chassis experts must have twelve (12) months experience in HP Blade Chassis preferably the 7000 series with “Flex” switch technology.
  - Each network staff assigned must be able to pass the State Police Background check to gain access to our servers located in the secured computer room at the Department of Public Safety Operation Center.
- Preferred contractor qualifications (if working on certification, list courses passed) in addition to the minimum qualifications:
    - MSCE:Windows 2008
    - MCP 2.0
    - MSCE:Security
    - MCSA:Messaging
    - MCTS:Windows XP or greater
    - Cisco CCNA or greater
    - Twelve (12) months experience on a Compellent Storage Area Network appliance.
    - Twelve (12) months of experience on VMware running on HP Blade Chassis.
    - Passed the State Police background check and has access to the secured computer room at the Department of Public Safety Operation Center.

Contractor’s personnel must adhere to LDI’s Internet and E-mail Usage Policy (PM-19).

### **4.3 Proposal Elements:**

See Section 5.

### **4.4 Certification Statement:**

The Proposer must sign and submit the Certification Statement shown in Attachment III.

#### **4.5 Innovative Concepts:**

Presentation of innovative concepts, if any, for consideration.

#### **4.6 Number of Response Copies:**

Each Proposer shall submit one (1) signed original response. 6 additional copies of the proposal should be provided, as well as one (1) redacted copy, if applicable (See Section 4.8) and 8 CDs or DVDs containing a PDF version of the proposal.

#### **4.7 Legibility/Clarity**

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

#### **4.8 Confidential Information, Trade Secrets, and Proprietary Information**

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of your proposal. Your cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

*"The data contained in pages \_\_\_\_ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana's right to use or disclose data obtained from any source, including the proposer, without restrictions."*

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, the state will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the state and hold the state harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the state to disclose the information. If the owner of the asserted data refuses to indemnify and hold the state harmless, the state may disclose the information.

The State reserves the right to make any proposal, including proprietary information contained therein, available to OCR personnel, the Office of the Governor, or other state agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit a redacted copy of the proposal, it is assumed your proposal contains no confidential information. When submitting your redacted copy, you should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed."

## **5.0 PROPOSAL ELEMENTS:**

### **5.1 Executive Summary**

This section should serve to introduce the scope of the proposal. It should include administrative information including, at a minimum, Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least 90 days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the State agency's overall requirements in the timeframes set by the agency.

It should include a positive statement of compliance with the contract terms. If the Proposer cannot comply with any of the contract terms, an explanation of each exception must be supplied. The Proposer must address the specific language in Attachment III Sample Contracts, and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

### **5.2 Corporate Background and Experience**

The Proposer should give a brief description of his company including a brief history, corporate structure and organization, number of years in business, and copies of its latest financial statement, preferably audited.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should

describe their experience in other states or in corporate/governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers.

### **5.3 Proposed Project Staff**

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, each person's planned level of effort, each person's anticipated duration of involvement, and each person's on-site availability. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes.

### **5.4 Approach and Methodology**

- Proposer should define its functional approach in developing a detailed design reflecting the most effective means of accomplishing system functions within the agency's existing infrastructure.
- Proposer should define its strategy for project team organization and task assignments to transfer application knowledge, to position the State to be self-sufficient after implementation.
- Proposer should define its approach for defining system and data security.
- Proposer should identify areas of project risk and procedures to mitigate these risks.
- Proposer should define the methodology to be utilized for system design.
- Proposer should explain how each task and service will be performed (this should take into account project phasing, use of tools, technologies, etc.).

### **5.5 Financial**

Proposal shall include prices per the schedule furnished in an attachment to the proposal as well as other potential charges (if any) for proposed services associated with the RFP program implementation and administration that you wish the State to consider.

- Pricing shall be presented by technical type of staff, the number of expected hours, and the price per hour of the type. A total cost for the project shall be presented.
- An aggregate hourly rate can be presented if the Contractor staff person will be providing a different skill set for the project.
- Proposer's fees and other costs, if any, shall be submitted. Prices proposed shall be firm for the duration of the contract. This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the State.

### **5.6 Technical**

Each Proposer should address how the firm will meet all the requirements of this RFP, with particular attention to:

- Plans for staffing to meet the requirement of the project.
- Resumes for programmers, database administrators, account manager, designated customer service representative(s) and any other key personnel to be assigned to this project, including those of subcontractors, if any. Qualifications for programmers and database administrators described in 4.2.3 shall be presented in a spreadsheet to indicate the staff that meets these qualifications.
- References for similar or larger scope services or projects provided by the Contractor (or sub-contractor. Include a contact person and telephone number for each reference, beginning and end date of the project or services provided and the operating system, database, programming or web language used for the project, if applicable.
- Information demonstrating the Proposer's financial stability (financial statements, annual reports, or similar data for the last three years).
- Information demonstrating the Proposer's understanding of the nature and scope of this project.
- Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the State to consider. A different section of the proposal shall be used to differentiate each of the above bullets.

## **5.7 Price Schedule**

Proposer's prices should be submitted in the price format furnished herein on Attachment V of the Request for Proposal. Prices submitted shall be firm for the term of the contract. Proposer must take the following into consideration:

### **Cost Information**

- a. Provide the total cost (inclusive of travel and all project expenses). Proposers must provide a single total cost for the bid and may not provide multiple proposals for the RFP.
- b. For information purposes, provide the total estimated number of hours, by classification and person, for the Proposer's project staff, the billing rate by classification, and an estimated percentage of the effort that will be completed by a subcontractor.

## **5.8 Administrative Information**

- a. Provide a completed Certification Statement as shown in Attachment III.
- b. Provide a signed Letter of Understanding shown in Attachment IV.

## **5.9 Example of Procedure Manual**

The Proposer shall produce on the PDF disk an example of a Procedure manual detailing application process that he has used in the past. The entire manual is required and the Proposer may present a separate CD/DVD, adequately labeled, for their procedure manual.



## **6.0 EVALUATION AND SELECTION**

### **6.1 Evaluation Team**

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the state, which will determine the proposal most advantageous to the state, taking into consideration price and the other evaluation factors set forth in the RFP.

Each proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred. Scoring will be on a consensual basis with the evaluation committee presenting a single point score for the technical evaluation.

The scores for the Financial and Technical Proposals will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

<b>Criteria</b>	<b>Maximum Score</b>
Approach and Methodology	35
Experience	15
Staff Qualifications	15
Hudson/Veteran Small Entrepreneurship Program	10
Cost	25
Total Score	100

The Evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible proposer with the highest score.

#### **6.1.1 Financial Proposal (Value of 25 pts.)**

The following financial criteria will be evaluated:

Prices proposed by the Proposers should be submitted on the price schedule furnished in Cost Summary of the proposal. Prices proposed shall be firm.

The information provided in response to this section will be used in the Financial Evaluation to calculate lowest evaluated cost.

A Proposer's base cost score will be based on the cost information provided in Cost Summary of the proposal.

$$\text{BCS} = (\text{LPC}/\text{PC} \times 25)$$

Where:      BCS = Computed cost score (points) for proposer being evaluated  
                 LPC = Lowest proposed cost of all proposers  
                 PC = Total cost of proposer being evaluated

Note: The Proposer must include an itemized listing of all expenses or fees, including travel if applicable, that are expected to be paid by the agency. Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees as defined in Division of Administration Policy and Procedure Memorandum No. 49. All out of state travel for the contract will be subject to prior approval by the Commissioner of Insurance or his/her designee.

### **6.1.2 Technical Proposal (Value of 65 pts.)**

The following criteria are of importance and relevance to the evaluation of this RFP and will be used by the Evaluation Committee in the evaluation of the technical proposal. Such factors may include:

- **Company Background and Experience – 15 points**
- **Approach and Methodology – 35 points**
- **Staff Experience and Minimum of Qualifications in 4.2.3 – 15 points**

### **6.1.3 Hudson and Veteran Initiative (Value up to 10 Points)**

This procurement has been designated as suitable for Louisiana certified small entrepreneurship participation.

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at [https://smallbiz.louisianaforward.com/index\\_2.asp](https://smallbiz.louisianaforward.com/index_2.asp).

Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurship as subcontractors.

Reserved points shall be added to the applicable proposers' evaluation score as follows:

#### Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurship to participate as subcontractors or distributors. Points will be allocated based on the following criteria:

-the number of certified small entrepreneurship to be utilized

- the experience and qualifications of the certified small entrepreneurship(s)
- the anticipated earnings to accrue to the certified small entrepreneurship(s)

If a proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

The statutes (R.S 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=671504>; and the statutes (R.S 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed <http://legis.la.gov/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at [https://smallbiz.louisianaforward.com/index\\_2.asp](https://smallbiz.louisianaforward.com/index_2.asp). Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal [https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg) may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprd.doa.louisiana.gov/osp/lapac/vendor/srchven.asp>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select Smalle, VSE, or DVSE.

## **6.2 Administrative and Mandatory Screening**

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration.

## **6.3 Clarification of Proposals**

The State reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

## **6.4 Oral Presentations/Discussions May be required**

The State, at its sole discretion, may require all proposers reasonably susceptible of being selected for the award to provide an oral presentation of how it proposes to meet the agency's program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding.

## **6.5 Evaluation and Review**

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to Section 6.1.

## **7.0 SUCCESSFUL CONTRACTOR REQUIREMENTS**

### **7.1 Corporation Requirements**

If the contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana.

If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

### **7.2 Billing and Payment**

See Section 2.13.

### **7.3 Confidentiality**

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of the Louisiana Department of Insurance.

### **7.4 Insurance Requirements**

Contractor shall furnish the State with certificates of insurance effecting coverage(s) required. See, Appendix A, Attachment V. The certificates for each insurance policy are to be signed by a

person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the State before work commences. The State reserves the right to require complete certified copies of all required policies, at any time.

### **7.5 Subcontractor Insurance**

The Contractor shall include all subcontractors as insured under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the contractor.

## **8.0 PERFORMANCE STANDARDS**

### **8.1 Performance Requirements**

The department is closed on certain holidays and the contractor should not expect to have the LDI staff available during these times unless the staff person is contacted in advance, the person's supervisor is notified and agrees, the Contract Supervisor is notified and agrees. In the case of a natural or man-made disaster, the contractor and Contract Supervisor will communicate to determine the level of service that is required from the contractor in this period and if the Poydras Building is not available, the contractor's staff will be able to work from a location that is agreeable to both parties.

### **8.2 Performance Measurement/Evaluation**

Performance evaluation will be based upon the Contractor meeting the required hours per month and completing the assigned tasks and requests in a timely manner as determined by the State Project Manager, Mr. Raymond Trogolo or his designee.

The contractor will follow the requirements of the department's Software Development Standards and discuss and present any changes that are required to aid the development or implementation of the maintenance and enhancements to the network.

The contractor will present required documentation and deliverables in a timely fashion to meet requirement dictated by the Louisiana Department of Insurance's Software Development Standards.

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## **ATTACHMENT I                      SCOPE OF SERVICES**

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### **FUNCTIONAL AND TECHNICAL REQUIREMENTS**

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#### **1.      Overview**

The contractor will provide hardware maintenance, system software maintenance, analysis debugging, trouble shooting and programming service support for the Department computer information system infrastructure including support for firewalls, bridges, routers, switches and other computer information system hardware.

#### **2.      Personnel, Tasks and Services**

A. Contractor shall provide the following staff:

Project Managers are required to work a minimum of 40 hours a month  
Networks/Appliance Specialist and Support staff is required to work a minimum of 324 hours a month

It is anticipated that the following resources should be available to provide Network/Appliance Specialist and Staff Support.

1 Cisco Switch and router expert  
1 Cisco VOIP expert  
1 Symantec Netbackup and Backup Exec expert  
1-2 VMware expert(s)  
1 Quest Software V-Ranger expert  
1-2 HP Blade Chassis expert(s)  
1-2 Network (Windows 2008) expert(s)  
1-2 Full-time or Part-time Support staff to meet the minimum required hours and provide adequate coverage for support of network resources

B. Contractor shall provide the following services and the Contractor will have full access to staff and any resources as required for the fulfillment of the project:

**Provide maintenance and service support for the following:**

#### **Hardware:**

- Cisco ASA
- Cisco VPN Concentrator
- Cisco Router and Switches
- Cisco 7900 Series VOIP phones
- HP Blade Chassis c7000 series
- HP “Flex” switches
- HP Blade Servers

- Dell PowerEdge Servers
- Dell Compellent series 30 Storage Area Network Appliances and attached Disk Array Enclosures
- Qlogic Host Bridge Adaptors
- Brocade SAN switches
- McData SAN switches
- Dell Power Vault automated Tape Libraries
- Barracuda Networks Anti-Spam Appliance
- Data Domain 565 De-duplication Appliance with attached Disk Array Enclosure
- Network copiers used as printers and scanners

**LDI has approximately:**

- Twenty-four (24) physical servers in blade chassis or standalone,
- Seventy (70) VMware server instances,
- Three (3) Cisco ASA,
- One (1) Cisco VPN Concentrator,
- Two (2) HP C7000 blade enclosures,
- Two (2) Data Domain 565 Appliances,
- Sixty (60) network printers and copiers, and
- Two (2) Storage Area Networks.

**These Servers and Appliances can have a combination of the following software:**

- Windows 2008 R2 Server 64 bit OS
- Windows 2003
- Windows Update Server
- Exchange Server 2010 64 bit OS
- Blackberry Enterprise Server
- Symantec Backup Exec
- Symantec Net Backup Enterprise
- Symantec Endpoint Protection for Servers and Microsoft Exchange
- Symantec Ghost
- Dell Open Management Applications
- Barracuda Networks Administration and Energizer Software
- Cisco TFTP Server
- IP Sentry Network Monitoring Software
- Perfect Disk
- SAN Surfer for Windows
- Q-Logic SAN Blade Manager
- RealPlayer Helix Server
- Microsoft Terminal Server 2008
- McData Sanvergence Interface
- Brocade Switch Interface
- Cisco Secure ACS

- Microsoft Windows Remote Installation Server
- Microsoft Windows Routing & Remote Access Server
- VMware ESX 4 and VSphere 5.0
- IBM Websphere P8 Server – troubleshooting support for server only – no upgrade or patch support
- KeePass Password Safe
- Campaign Enterprise Software used to e-mail regulated entities in bulk of changes
- E-Z Audit
- Microsoft Lync

B. Contractor shall provide the following services and the Contractor will have full access to staff and any resources as required for the fulfillment of the project:

**Provide maintenance and service support for desktops for the following:**

**Hardware:**

- Dell Optiplex desktops
- Dell Latitude and Vostro laptops
- Dell Precision Workstations
- RIM Blackberries
- Apple iPad
- Apple iPhone – email support only

C. Approximately 400 desktops and laptops that have a combination of the following Software on the desktop application level:

- Windows XP Professional
- Windows 7 Business
- Microsoft Office 2010
- Microsoft Visio 2010
- Microsoft Project 2010
- WordPerfect X3
- Symantec Endpoint Client
- WinZip 15
- Realplayer 10
- Dymo Label Writer Software
- QuickTime
- Nero Burning Rom
- Teammate Price Waterhouse software
- WSFTP
- SAP – State Human Resources and Proposed ERP system and printing troubleshooting
- Crystal Reports
- Adobe Acrobat X Professional



- Adobe CS5
- VMware Workstation
- Blackberry Desktop Manager
- Nuance Paperport
- Java Client
- SmeadLink
- Spybot Search & Destroy
- MalWare Bytes
- ACL
- APC Client
- MapPoint 2010
- Adobe PageMaker
- Nuance PDF Converter
- Verizon Wireless VZACCESS Manager Software
- Mapland 2010 for Microsoft Excel
- SAS Statistical Software

D. Provide network assistance to IT contractors in the area of network and server resources.

E. Assist the department in the maintenance of the Business Continuity Plan and the Disaster Recovery Plan.

G. Assist the department in determining feasibility and prospective resources required for new projects involving new functions or modification of existing systems.

### **3. Functional Requirements**

The Contractor will provide consulting, analysis, and programming services for changes to the above systems as mandated by legislation and/or regulation.

## **ATTACHMENT II: CERTIFICATION STATEMENT**

*The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.*

**OFFICIAL CONTACT.** The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date \_\_\_\_\_ Official Contact Name: \_\_\_\_\_

A. E-mail Address: \_\_\_\_\_

B. Facsimile Number with area code: (     ) \_\_\_\_\_

C. US Mail Address: \_\_\_\_\_

Proposer certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least 90 days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have \_\_\_\_\_ business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document. (Agency insert number of days to correspond to same number referenced in RFP section number 3.12 Contract Award and Execution.)
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at [www.epls.gov](http://www.epls.gov).)

Authorized Signature: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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SIGNATURE of Proposer's Authorized Representative

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DATE

## **ATTACHMENT III                      LETTER OF UNDERSTANDING**

### **Departmental Network and Information Technology Infrastructure Support Maintenance and Staff Augmentation**

#### **LETTER OF UNDERSTANDING**

The letter of understanding presented on the next page must be on the letterhead of the company and signed by the appropriate level of management that will oversee the Departmental Network and Information Technology Infrastructure Support Maintenance and Staff Augmentation for the Louisiana Department of Insurance. A copy of the Louisiana Department of Insurance's Software Development Standards can be found at:

<http://www.ldi.state.la.us/rfp/SoftwareDevelopmentStandards.pdf>

**Letter of Understanding****Departmental Network and Information Technology Infrastructure Support Maintenance and Staff Augmentation**

{ Company Name }

{ Company Physical Address }

It is understood that { Company Name }, staff, and subcontractors have no intellectual property rights including the right to resell any portion of the underlying source code, programs, web pages, or any documentation that is developed for the State of Louisiana and the Louisiana Department of Insurance if { Company Name }'s proposal is awarded the contract for the Louisiana Department of Insurance's Network and Information Technology Infrastructure Support Maintenance and Staff Augmentation.

.

We have read the Louisiana Department of Insurance's Software Development Standards and will require our staff and any subcontractors to abide by the Standards as promulgated by the Louisiana Department of Insurance in the development of the project.

This letter of understanding covers the Departmental Developed Application System Maintenance and Staff Augmentation for the Louisiana Department of Insurance and cannot be assumed or determined to cover any current or subsequent project that { Company Name } may bid upon with the State of Louisiana and the Louisiana Department of Insurance.

{ Signature of management }

{ Printed name of signer }

{ Position with Company }

{ Date }

## **ATTACHMENT IV: COST SUMMARY**

### **Departmental Network and Information Technology Infrastructure Support Maintenance and Staff Augmentation**

#### **COST SUMMARY**

**The hourly rate shall be a fully burdened rate that includes labor, per diem, travel, overhead, and any other costs related to the service.**

<b><u>Proposed Staff Resource</u></b>	<b><u>Qty.</u></b>	<b><u>Hours</u></b>	<b><u>Cost per Hour ea.</u></b>	<b><u>Extended Cost</u></b>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
<b>Totals:</b>	_____	_____		

TOTAL COST: \_\_\_\_\_

**The Total Cost will be the cost used to calculate Cost Points.**

For the purpose of this proposal, the following resources are required;

Project Managers are required to work a minimum of 40 hours a month  
Additional Networks/Appliance Specialist and Support staff is required to work a minimum of 324 hours a month.

It is anticipated that the following resources should be available to provide Network/Appliance Specialist and Staff Support.

- 1 Cisco Switch and router expert
- 1 Cisco VOIP expert
- 1 Symantec Netbackup and Backup Exec expert
- 1-2 VMware expert(s)
- 1 Quest Software V-Ranger expert
- 1-2 HP Blade Chassis expert(s)
- 1-2 Network (Windows 2008) expert(s)
- 1-2 Full-time or Part-time Support staff to meet the minimum required hours and provide adequate coverage for support of network resources

Provided the minimum requirements are met, the responsibility of the final staff structure and hours on the maintenance contract is that of the Proposer. A person can hold multiple positions and if the cost per hour is the same, they can be presented on the same line. If different, you should use a separate line for each role.

## **ATTACHMENT V: SAMPLE CONTRACT (FOR REVIEW ONLY)**

*(If agency has a contract format for contracts awarded from RFP, either consulting or social services, approved by Director of the Office of Contractual Review, agency may include that contract format as Attachment III. In addition, if services are for IT services, see OCR website for a sample contract that may serve your needs more appropriately.)*

# **STATE OF LOUISIANA**

## **CONTRACT**

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the (Agency Name), hereinafter sometimes referred to as the "State", and (Contractor's name and legal address including zip code), hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.

### **1.0 SCOPE OF SERVICES**

Contractor hereby agrees to furnish services to State as specified in Section 3.0.

### **1.1 CONCISE DESCRIPTION OF SERVICES**

*[Provide the concise description of the data processing consulting services to be acquired]*

### **1.2 COMPLETE DESCRIPTION OF SERVICES**

A full description of the scope of services is contained in the following Attachments which are made a part of this contract:

Attachment I - Statement of Work

Attachment II - Hardware/Software Environment

Attachment III - Contractor Personnel and Other Resources

Attachment IV - State Furnished Resources

### **2.0 ADMINISTRATIVE REQUIREMENTS**

## 2.1 TERM OF CONTRACT

This contract shall begin on \_\_\_\_\_ and shall end on \_\_\_\_\_. State has the right to extend this contract up to a total of three years with the concurrence of the Contractor.

## 2.2 WARRANTIES

Contractor shall indemnify State against any loss or expense arising out of any breach of any specified Warranty.

A. *Period of Coverage.* The Warranty period for software and system components covered under this Contract will begin on the date of acceptance or date of first productive use, whichever occurs later, and will terminate **(spell-out) (n)** months thereafter.

B. *Free from Defects.* Contractor warrants that the system developed hereunder shall be free from defect in design and implementation and will continue to meet the specifications agreed to during system design and Contractor will, without additional charge to the State, correct any such defect and make such additions, modifications, or adjustments to the system as may be necessary to operate as specified in the Technical Deliverables accepted by the State.

C. *Software Standards Compliance.* Contractor warrants that all software and other products delivered hereunder will comply with State standards and/or guidelines for resource names, programming languages, and documentation as referenced in Attachment II.

D. *Software Performance.* Specific operating performance characteristics of the software developed and/or installed hereunder are warranted by the Contractor as stated in Attachment I.

E. *Original Development.* Contractor warrants that all materials produced hereunder will be of original development by Contractor, and will be specifically developed for the fulfillment of this contract. In the event the Contractor elects to use or incorporate in the materials to be produced any components of a system already existing, Contractor shall first notify the State, which after whatever investigation the State may elect to make, may direct the Contractor not to use or incorporate any such components. If the State does not object, Contractor may use or incorporate such components at Contractor's expense and shall furnish written consent of the party owning the same to the State in all events. Such components shall be warranted as set forth herein (except for originality) by the Contractor and the Contractor will arrange to transfer title or the perpetual license for the use of such components to the State for purposes of the contract.

F. *No Surreptitious Code Warranty.* Contractor warrants that software provided hereunder will be free from any "Self-Help Code". "Self-Help Code" means any back door, time bomb, or drop dead device or other routine designed to disable a computer program with the passage of time or under the positive control of a person or party other than the State. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support. "Unauthorized Code"

means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. "Unauthorized Code" does not include "Self-Help Code".

## **2.3 STAFF INSURANCE**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount included in Section 5.0. For insurance requirements, refer to Attachment V.

## **2.4 LICENSES AND PERMITS**

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this contract.

## **2.5 SECURITY**

Contractor's personnel will always comply with all security regulations in effect at the State's premises, and externally for materials belonging to the State or to the project. Contractor is responsible for reporting any breach of security to the State promptly.

## **2.6 TAXES**

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is .

## **2.7 CONFIDENTIALITY**

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which becomes available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. Contractor shall not be required to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.



### **3.0 TECHNICAL REQUIREMENTS**

#### **3.1 STATEMENT OF WORK**

Contractor will perform services according to the terms of this Contract and according to the Statement of Work (SOW) in Attachment I.

#### **3.2 CONFIGURATION REQUIREMENTS**

The software system being installed shall be designed and configured by the Contractor to operate within the State's hardware, software, and networking environments as specified in Attachment II.

#### **3.3 PROJECT MANAGEMENT**

Contractor shall provide, at a minimum, the following project management functions:

*A. Provide Project Management* - Contractor will provide day-to-day project management using best management practices for all tasks and activities necessary to complete the Statement of Work.

*B Provide Project Work Plan* - Contractor shall develop and maintain a Project Work Plan which breaks down the work to be performed into manageable phases, activities and tasks as appropriate. The work plan will identify: activities/tasks to be performed, project personnel requirements (both State and Contractor), estimated workdays/personnel hours to complete, expected start and completion dates. Scheduled completion dates for each deliverable shall specifically be included. Written concurrence of both parties will be required to amend the Work Plan. The Project Work Plan shall be approved by the State before project payments are made.

*C. Provide Project Progress Reports* - Contractor shall submit monthly progress reports signed by the Contractor's Project Manager to the State, no later than 10 days after the close of each calendar month. Each progress report shall describe the status of the Contractor's performance since the preceding report, including the products delivered, descriptions of problems encountered with a plan for resolving them, the work to be accomplished in the coming reporting period, and identifying issues requiring management attention, particularly those which may affect the scope of services, the project budget, or the deliverables to be provided by the Contractor. Each report shall identify activities by reference to the Project Work plan.

*D. Provide Time Sheets* - Accompanying each Progress Report, the Contractor shall submit time sheets to the State Project Director indicating effort expended and work performed by each member of its, or its

subcontractors' staff, participating in this contract. Time sheets shall, at a minimum, identify the name of the individual performing the work and the number of hours worked during the period by Work Plan task.

E. *Provide Issue Control.* Contractor will develop and implement with State approval, procedures and forms to monitor the identification and resolution of key project issues and problems.

### **3.4 QUALITY ASSURANCE REVIEWS**

State reserves the right to conduct Quality Assurance Reviews at appropriate checkpoints throughout the project. Contractor will facilitate the review process by making staff and information available as requested by the reviewers at no additional cost to the State.

### **3.5 CONTRACTOR RESOURCES**

Contractor agrees to provide the following Contract related resources:

A. *Project Manager.* Contractor shall provide a project manager to provide day-to-day management of project tasks and activities, coordination of Contractor support and administrative activities, and for supervision of Contractor employees. The project manager shall possess the technical and functional skills and knowledge to direct all aspects of the project.

B. *Key Personnel.* Contractor shall assign staff who possess the knowledge, skills, and abilities to successfully perform assigned tasks. Individuals to be assigned by the Contractor are listed in Attachment III.

C. *Personnel Changes.* Contractor's Project Manager and other key personnel assigned to this Contract may not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, as the case may be, shall be responsible for providing an equally qualified replacement in time to avoid delays to the work plan.

D. *Other Resources.* Contractor will provide other resources as specified in Attachment III.

### **3.6 STATE PROJECT DIRECTOR**

State shall appoint a Project Director for this Contract who will provide oversight of the activities conducted hereunder. The Project Director is identified in Attachment IV. Notwithstanding the Contractor's responsibility for total management during the performance of this Contract, the assigned State Project Director shall be the principal point of contact on behalf of the State and will be the principal point of

contact for Contractor concerning Contractor's performance under this Contract.

### **3.7 STATE FURNISHED RESOURCES**

State will make available to the Contractor for use in fulfillment of this contract those resources described in Attachment IV.

### **3.8 STATE STANDARDS AND GUIDELINES**

Contractor shall comply with State standards and guidelines related to systems development, installation, software distribution, security, networking, and usage of State resources described in Attachment II.

### **3.9 ELECTRONICALLY FORMATTED INFORMATION**

Where applicable, State shall be provided all documents in electronic format, as well as hard-copy. Electronic media prepared by the Contractor for use by the State will be compatible with the State's comparable desktop application (e.g., spreadsheets, word processing documents). Conversion of files, if necessary, will be Contractor's responsibility. Conversely, as required, Contractor must accept and be able to process electronic documents and files created by the State's current desktop applications as described in Attachment II.

### **4.0 ACCEPTANCE OF DELIVERABLES**

Contract deliverables will be submitted, reviewed, and accepted according to the following procedure:

A. *General.* Except where this Contract provides different criteria, work will be accepted if it has been performed in accordance with the applicable specifications for Contractor's work in the Statement of Work, the Request for Proposals, the Contractor's Proposal, and/or as subsequently modified in State-approved design documents developed within this Project, and in the accepted final documentation.

B. *Submittal and Initial Review.* Upon written notification by Contractor that a Deliverable is completed and available for review and acceptance, the State Project Director will use best efforts to review the Deliverable within five (5) business days after the Deliverable is presented to the State Project Director, but in no event later than ten (10) business days after the Deliverable is presented to the State Project Director. Within the applicable period, the State Project Director will direct the appropriate review process, coordinate any review outside the Project team, and present results to any user committees and/or Steering Committee for approval, as needed. The initial review process will be comprehensive with a view toward identifying all items which must be modified or added to enable a Deliverable to be approved. A failure to deliver all or any essential part of a Deliverable shall be cause for non-acceptance.

*C. Notification of Acceptance or Rejection.* If no notification is delivered to Contractor within the applicable period, the Deliverable will be considered approved. If State disapproves a Deliverable, State will notify Contractor in writing of such disapproval, and will specify those items which, if modified or added, will cause the Deliverable to be approved.

*D. Resubmitting Corrected Deliverables.* With respect to such Deliverables, Contractor will resubmit the Deliverable with requested modifications and the State Project Director will review such modifications within five (5) business days. If no notification is delivered to Contractor within those five (5) business days, the Deliverable is considered approved. If the State disapproves that Deliverable, the State will notify Contractor in writing of any additional deficiencies which result from such modifications and Contractor will resubmit the Deliverable with the requested modifications. The parties agree to repeat this process as required until all such identified deficiencies are corrected or a determination of breach or default is made. The payment by the State for each activity is contingent upon correction of all such deficiencies and acceptance by the State.

*F. Payment of Retainage Based on Acceptance.* Final payment of any retainage will be contingent on completion and acceptance of all contract deliverables.

## **5.0 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT**

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of \$ . Contractor will comply with the Division of Administration State General Travel Regulations, as set forth in Division of Administration Policy and Procedure Memorandum No. 49. Payment will be made only on approval of \_\_\_\_\_ (Name of Designee).

*(There are many payment terms that can be negotiated with the Contractor. Below are examples of some that are used. Any one or combination of these is acceptable as long as payment is tied to the Acceptance of the Deliverables. The terms used are illustrative only)*

### **Example A. Payment by Task.**

The Contract resulting from this Request for Proposal shall be compensated on a firm fixed price basis with progress payments upon completion of all deliverables within a series of tasks. Certain tasks have been identified as payment tasks (see below).

Payments, less retainage, will be made upon successful completion and after review and written approval by the State of the tasks and deliverables. All completed work and deliverables shall be in conformity with the Request for Proposal specifications and commonly accepted industry standards.

### **Payment Schedule**

State has identified certain tasks as payment tasks. Payment tasks are those which represent the completion of major milestones of the project. Payment tasks are as follows:

\$000.00 Task 4 Verify Functional Requirements

\$000.00 Task 5 Develop Detailed Design for Modified WIS System

\$000.00 Task 7 WIS System Modifications and Testing

\$000.00 Task 9 Develop System Documentation

\$000.00 Task 12 Conduct Pilot Test

\$000.00 Task 14 Statewide Implementation

Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in the Acceptance of Deliverables Section 4.0. Payments will be made to the Contractor after written acceptance by the State of the payment task and receipt of an invoice. State will make every reasonable effort to make payments within 25 work days of the receipt of invoice.

The amount of the payment will be determined in the following manner.

- Tasks specified as non-payment tasks will accumulate forward to the next payment task. For example, the first payment task is Task 4. Upon completion of Task 4, the Contractor will be paid for all allowable charges incurred up through Task 4, less retainage.
- The allowable payment amount will be multiplied by 90 percent, giving the amount which will be remitted to the Contractor. Ten percent of the allowable milestone payment will be retained until written acceptance by the State of all deliverables provided by the contract.
- Upon written State acceptance of the system's successful implementation, one-half of the retained funds will be paid to the Contractor.
- The remaining retained funds will be paid to the Contractor upon State acceptance of the system following the warranty/maintenance period.
- No interest on retained funds shall accrue to the Contractor.

Prohibition Against Advance Payments. No compensation or payment of any nature will be made in advance of services actually performed and/or supplies furnished.

**Example B. *Payment by Percentage of Completion***

Payment for the development of the Project will be based on completion of project milestones by Contractor and accepted as per Section 4.0. Each Project milestone has been assigned a percentage. This percentage will be used to determine the portion of Contractor's fee for developing the Project that shall be paid upon successful completion and acceptance of deliverables resulting from the Project

milestone as provided in Section 4.0. The project milestones and payment percentages are listed below:

Project Milestone Percentage

Project Schedule showing start and end dates for key project milestones accepted by the State and conclusion of initial project meeting where objectives and time tables are agreed to by the State and the Contractor. 10%

Applications and Analysis Completed 40%

Testing procedures accepted by the State and training of State personnel 30%

Final Plan accepted by the State 20%

## **6.0 TERMINATION**

### **6.1 TERMINATION FOR CAUSE**

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

### **6.2 TERMINATION FOR CONVENIENCE**

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date thereof. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

## **7.0 REMEDIES FOR DEFAULT**

Any claim or controversy arising out of the contract shall be resolved by the provisions of LSA - R.S. 39:1524 - 1526.

## **8.0 AVAILABILITY OF FUNDS**

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Such termination shall be

without penalty or expense to the State except for payments which have been earned prior to the termination.

## **9.0 OWNERSHIP OF PRODUCT**

Upon completion of this contract, or if terminated earlier, all software, data files, documentation, records, worksheets, or any other materials related to this contract shall become the property of State. All such software, records, worksheets, or materials shall be delivered to the State within thirty days of the completion or termination of this contract.

## **NONASSIGNABILITY**

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

## **11.0 RIGHT TO AUDIT**

Contractor grants to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government, and any other duly authorized agencies of the State where appropriate the right to inspect and review all books and records pertaining to services rendered under this contract. Contractor shall comply with federal and/or state laws authorizing an audit of Contractor's operation as a whole, or of specific program activities.

## **12.0 RECORD RETENTION**

Contractor agrees to retain all books, records, and other documents relevant to this contract and the funds expended hereunder for at least three years after final payment, or as required by applicable Federal law, if Federal funds are used to fund this contract.

## **13.0 AMENDMENTS IN WRITING**

Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties and approved by the Director of the Office of Contractual Review, Division of Administration.

## **14.0 FUND USE**

Contractor agrees not to use funds received for services rendered under this Contract to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

## **15.0 NON-DISCRIMINATION**

Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education

Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these obligations when applicable shall be grounds for termination of this contract.

## **16.0 HEADINGS**

Descriptive headings in this contract are for convenience only and shall not affect the construction or meaning of contractual language.

## **17.0 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE (Optional Clause: should only be used in a contract that was awarded through RFP)**

This contract, (together with the Request for Proposals and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's Request for Proposals, and any exhibits specifically incorporated herein by reference) constitutes the entire agreement between the parties with respect to the subject matter.

This contract shall, to the extent possible, be construed to give effect to all provisions contained therein: however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals and the Proposal; second priority shall be given to the provisions of the Request for Proposals and amendments thereto; and third priority shall be given to the provisions of the Proposal.

THUS DONE AND SIGNED on the date(s) noted below

\_\_\_\_\_  
CONTRACTOR'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
STATE'S SIGNATURE

\_\_\_\_\_  
DATE

## **OPTIONAL FEDERAL REQUIREMENTS**

### **ANTI-KICKBACK CLAUSE**

Contractor agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

### **CLEAN AIR ACT**

Contractor agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under



nonexempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

#### **ENERGY POLICY AND CONSERVATION ACT**

Contractor recognizes the mandatory standards and policies relating to energy efficiency with are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

#### **CLEAN WATER ACT**

Contractor agrees to adhere to all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

## ATTACHMENT I STATEMENT OF WORK

### 1.0 INTRODUCTION

*[ State here a brief description of project and a general description of its scope and objectives. Other topics which may be appropriate to include are: background, relationship of project to department plans and programs, purpose of system being implemented, problems system is intended to address, etc.]*

### 2.0 DESCRIPTION OF SERVICES/TASKS

*[Describe here tasks or services to be performed by Contractor in terms of scope and expected outcomes or results. This may involve description of major project phases or subsystems.]*

### 3.0 SCHEDULE REQUIREMENTS

*[Describe here major schedule milestones, such as: project start, when work plan will be finalized and approved, project phases, dates for contract deliverables, implementation target date, etc.]*

### 4.0 PERFORMANCE MEASURES AND MONITORING PLAN

*[Describe the performance measures to be taken during the project and monitoring plan.]*

### 5.0 DELIVERABLES

Contractor agrees to provide the following deliverables within the time frames specified herein:

*[List the project deliverables with a description of each deliverable. More information can be placed in a separate attachment or included by reference to the specific Request for Proposals and/or the proposal provisions.]*

Examples are as follows:

Examples of Deliverables	
Deliverable	Description
Technical Assessment	Provide <i>Technical Assessment</i> . Contractor will review those areas of the State's data processing environment; such as: standards and guidelines, development tools, technical resources, hardware capacities, software supported, networks, facilities, specified arrangements, etc related to the Statement of Work to be provided; and, if warranted, prepare a memorandum identifying areas where, in Contractor's opinion, the State's technical environment may materially impair Contractor from successfully completing the Contract. The Project Environment memorandum, if prepared, shall be submitted prior to delivery of the Project Work Plan.
Information Planning	Provide <i>Information Planning</i> . Contractor will perform necessary analysis tasks and develop an Information Systems Plan incorporating the functional and technical requirements as specified in the Statement of Work. The systems planning project will encompass such tasks as: defining business strategies, information needs, organization strategies, application strategies, information technology strategies, implementation strategies; and defining and planning specific projects to be implemented. An outline specifying the nature of the content, format, and level of detail for the Information Systems Plan will be developed/finalized by the Contractor and approved by the State Project Director.

Functional Systems Requirements	Provide <i>Functional System Requirements</i> . Contractor will perform necessary information gathering and analysis tasks and develop a Functional Systems Requirements report that incorporates the functional and technical requirements of the State according to the Statement of Work. An outline specifying the nature of the content, format, and level of detail for this document will be developed/finalized by the Contractor and approved by the State Project Director. (Note: depending on the nature of the project, this deliverable may be called Preliminary Systems Design, Conceptual Design, Logical Data and Process Model Design, or something appropriately descriptive. The narrative should communicate the context of the work to be performed and the deliverable to be provided.)
Technical Design/ Technical Architecture Report	Provide <i>Technical Design/Technical Architecture Report</i> . Contractor will perform necessary technical design tasks and develop a Technical Design Report that satisfies the provisions of the Statement of Work, the Configuration Requirements, and the Functional Systems Requirements. An outline specifying the nature of the content, format, and level of detail for this report will be developed/finalized by the Contractor and approved by the State Project Director. (Note: depending on the nature of the project, this deliverable may be called Preliminary Systems Design, Conceptual Design, Logical Data and Process Model Design, or something appropriately descriptive. The narrative should communicate the context of the work to be performed and the deliverable to be provided.)
Demonstration Model or Prototype	Provide <i>Demonstration Model</i> . Contractor will develop a demonstration model or prototype of the system as a "proof of concept" for key components in the functional and technical design.
Implementation Planning Report	Provide <i>Implementation Planning Report</i> . Contractor will perform necessary information gathering and analysis tasks to develop an Implementation Planning Report describing the strategy for implementing the system; including: systems testing, acceptance testing, integration, software installation, interfaces, conversion, software distribution, training, "going live", and support. The plan should address resources, time frames, responsibilities, and contingencies. An outline specifying the nature of the content, format, and level of detail for this report will be developed/finalized by the Contractor and approved by the State Project Director.
Programming/Custom Modifications	Provide <i>Programming/Custom Modifications</i> . Contractor will perform programming/coding tasks necessary to produce the software specified in the functional requirements and technical design reports. Tasks performed may include use of scripts, macros, or procedural or command languages which may be required by the development tools being used
Software Installation	Provide <i>Software Installation</i> . Contractor will perform software installation tasks as applicable; such as: database setup, file sizing, software retrofitting, installation of software releases, application table setup, operation setup, file migrations, installation test, system integration, integration test, and performance tuning.
Systems Test and Acceptance Test Support	Provide <i>Systems Test and Acceptance Test Support</i> . This includes tasks such as functional support on system functionality, script development and data setup, technical support on executing special jobs or cycles to facilitate testing, assisting in the actual execution of test scripts and review of results, and development of an acceptance test calendar with all of the appropriate cycles.
Interface Testing	Provide <i>Interface Testing</i> . This includes such tasks as: development and testing of extract programs, input interfaces, output interfaces, and front-end programs that are identified in the Implementation Planning document.

Implementation Support	Provide <i>Implementation Support</i> . Contractor will provide functional support as specified in the Implementation Plan, including such tasks as developing a cut-over schedule, augmenting help-desk operations, etc. Provide <i>Training Delivery</i> . Contractor will provide xxx (nn) training days of instructor training for delivering the ILT course to State personnel as described in the Implementation Plan.
Training Materials	Provide <i>Training Materials</i> . This includes: all Instructor Lead Training (ILT) materials; Computer Based Training (CBT) materials; and application student guides as described in the Implementation Plan.
Documentation	Provide <i>Documentation</i> . This includes: Online Features Manuals; User Guides; Errors and Diagnostics Manual; Operations Guide; Reports Manual; and Application Quick Reference Cards as specified in the Implementation Plan.
WWW Presence	Provide <i>WWW Presence</i> . This includes providing Intranet/Internet access via standard WWW browsers to documentation, training materials; as well as dynamically supporting generation of reports, data queries, submittal of input forms, and other system functions as specified.
Post Implementation Support	Provide <i>Post Implementation Support</i> to the State after the implementation of the system. Contractor will provide xxx (n) qualified staff for XXX month following implementation
Change Control	Provide <i>Change Control</i> . Contractor will develop and implement with State approval, procedures and forms to provide a method for defining, reviewing, prioritizing, scheduling, and approving changes to specifications, designs, programs, procedures, and documentation that may be required within the scope of this project.
Final Project Report	Provide <i>Final Project Report</i> . At the conclusion of the project, the extent and manner to which the project objectives have been met, as well as follow-on recommendations, will be described in a final report. As scheduled in the Work Plan, an outline of this report will be developed by the Contractor and approved by the State Project Director.

## 5.0 STANDARD OF PERFORMANCE

As stipulated in the warranty provisions of this Contract, the following standards of performance for the products delivered hereunder will be warranted as described below:

*[Describe here any unique operating characteristics of the software or system that must be warranted to a specified level of performance.]*



## **ATTACHMENT II HARDWARE/SOFTWARE ENVIRONMENT**

The system to be installed must be able to operate on the State data processing facility and configuration as follows:

### **1.0 HARDWARE AND OPERATING SYSTEM SOFTWARE**

*[List and/or describe here the hardware devices, operating system software, and network infrastructures on which the proposed system must operate, such as: CPU, Operating System/System Utility Software, Disk, Workstations, Teleprocessing Monitor, Networking Protocols, etc.]*

### **2.0 SPECIAL REQUIREMENTS**

*[List here additional software or equipment necessary to support or augment the software to be installed, such as: Database Management System, Data Dictionary, 4 GL, Query Language, GUI Tools, etc.]*

### **3.0 STANDARDS AND GUIDELINES**

*[List here references to applicable standards and/or guidelines or indicate "NONE".]*

*[Also, describe any exceptions to State standards and guidelines that will be permitted under this project. However, the State should takes steps to assure control over matters affecting its technical direction. Accordingly, specific emphasis should be given to assure that technologies promoting common infrastructure services (TCP/IP, SNMP), interoperability (both statewide and intra-department), and an open (non-proprietary) systems environment are used.]*

## **ATTACHMENT III CONTRACTOR PERSONNEL AND OTHER RESOURCES**

### **1.0 CONTRACTOR PERSONNEL**

The following individuals are assigned to the project, on a full time basis (unless otherwise indicated), and in the capacities set forth below:

<u>Name/Company</u>	<u>Responsibilities/Classification</u>	<u>Rate</u>	<u>Expected Duration</u>
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...			
...			
...			
...			

*[List here all personnel, including subcontractors, who will be assigned to the project. Personnel who will be assigned at a future date may be listed by job classification. Contract may also specify qualifications for each unnamed person.]*

### **2.0 PC WORKSTATIONS**

Contractor will provide its own workstations, any workstation resident software and maintenance thereof.

### **3.0 NETWORK CONNECTIVITY**

Any Contractor-provided workstations or devices to be connected to the State's network, must comply with State network and security standards. Contractor must provide the hardware components, operating system, and software licenses necessary to function as part of the State network. All hardware and software must be reviewed before it is used on the Local Area Network, and may be made operable on the Local Area Network with written approval of the State.

## **ATTACHMENT IV STATE FURNISHED RESOURCES**

Any resources of the State furnished to the Contractor shall be used only for the performance of this Contract. State will make available to the Contractor, for Contractor's use in fulfillment of this contract, resources as described below:

### **1.0 PROJECT DIRECTOR**

The Project Director appointed by the State as described in Section 3.6 is \_\_\_\_\_ who is the principal point of contract for this contract on behalf of the State.

### **2.0 TECHNICAL STAFF**

State will provide xxx (#) technical employees to be manpower loaded at no more than ##% of normal work hours. The level of effort required and time frames will be documented in a memorandum based upon the work plan. Reasonable access to other technical specialists on a limited basis will be coordinated through the State Project Director.

### **3.0 FUNCTIONAL STAFF**

State will provide xxx (#) functional employees to be manpower loaded at no more than ##% of normal work hours. The level of effort required and time frames will be documented in a memorandum based upon the work plan. Reasonable access to other functional personnel on a limited basis will be coordinated through the State Project Director

### **4.0 OFFICE FACILITIES**

State will provide reasonable and normal office space, clerical support, local telephone service, and limited usage of copiers.

### **5.0 COMPUTER FACILITIES**

State will make available use of computer facilities at reasonable times and in reasonable time increments to support system development, test, and installation activities. Special facility requirements, such as stress testing or conversion, shall be addressed in the appropriate planning documents or documented by the Contractor in a memorandum.



## **ATTACHMENT V INSURANCE REQUIREMENTS FOR CONTRACTORS**

### **1.0 MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".
2. Insurance Services Office form number CA 0001 (Ed 1/78) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 90. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

### **2.0 MINIMUM LIMITS OF INSURANCE**

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

### **3.0 DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### **4.0 OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
  - a. The Agency, its officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.

b. Any failure to comply with reporting provision of the policy shall not affect coverage provided to the Agency, its officers, officials, employees Boards and Commissions or volunteers.

c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

## **2. Workers' Compensation and Employers Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

## **3. All Coverages**

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

## **5.0 ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a Best's rating of A-:VI or higher. This rating requirement may be waived for workers' compensation coverage only.

## **6.0 VERIFICATION OF COVERAGE**

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

## **7.0 SUBCONTRACTORS**

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements state herein.

**ATTACHMENT VI**

**CONFLICTS OF INTEREST**

**STATE OF LOUISIANA**

**PARISH OF \_\_\_\_\_**

**ACKNOWLEDGMENT**

**BEFORE ME**, the undersigned authority, personally came and appeared:

who after first by me being duly sworn, did depose and state that he/she has read the Louisiana Code of Governmental Ethics and the DOI Policy Statement regarding conflicts of interest, as well as reviewed the work that they are performing for the Louisiana Department Of Insurance and Appearer further declared that to the best of his/her knowledge, under penalty of perjury, there is no conflict of interest. Appearer did further acknowledge that it is his/her duty to immediately report to the Chief Deputy Commissioner of Insurance or his/her designee any and all conflicts of interest of which appearer may become aware in the future, except as disclosed and acknowledged by written waiver.

\_\_\_\_\_

\_\_\_\_\_  
**Date**

## **ATTACHMENT VII**

### **CONFIDENTIALITY**

While the majority of the business conducted by the Department of Insurance is public information, confidentiality of certain information is, and must be, a high priority.

The decision as to what information to release, and when, is one for the Commissioner of Insurance to make in each instance.

Accordingly, the Contractor hereby agrees that in furtherance of this objective the Contractor will not release any information concerning the work done in connection with this contract which he possesses, or may, from time to time, come to possess, without the express written authorization of the Commissioner of Insurance or his designee.

Any Contractor who does not abide by this policy is subject to cancellation of this contract, and such other action as may be appropriate under the circumstances.

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**Date**